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Stockton, California
(95204)

FILED

AUG 06 2021

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

United States Bankruptcy Court
Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, California (94102)

PG&E Corporation
Debtor (2640) 19-30088 (DM)
77 Beale St.
San Francisco, California (94105)

Pacific Gas and Electric Company
Debtor (19-30089)
77 Beale St.
San Francisco, California (95105)

PG&E Corporation Claims **Cert. # 7019 2970 0001 4966 0388** Date: Aug. 04, 2021
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re: Chapter 11 Case
No. 19-30088 (DM)
PG&E CORPORATION, (Lead Case)
 (Jointly Administered)

- and -

PACIFIC GAS AND ELECTRIC
COMPANY

Debtors.

Affects both Debtors

“AFFIDAVIT OF TRUTH” AS TO “NOTICE OF
OBJECTION” - REBUT, REFUTE AND DENY -
FRAUDULENT ALLEGED “ORDER” THAT
FAILED TO ANSWER MY SWORN PROOF OF
CLAIM. AS OF THIS DATE, NO INDIVIDUAL
HAS EVIDENCE AN “ATTORNEY LICENSE’S”
FOR STANDING IN THESE PROCEEDINGS.

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

TO WHOM THESE PRESENTS SHALL COME, KNOW YE:

“Numerous courts have ruled that silence to a sworn statement
is acquiescence and that unsworn answer cannot override a sworn
statement.”

Notice is hereby given that a complete restatement of my “Proof of Claim” pursuant of my sworn Affidavit of Truth and all other documents related hereto are incorporated herein by reference thereto. The aforementioned were sent via the United States Postal Service, prepaid first class mail, evidence on file and recorded with the United States Postal Service thereto. As explicitly

stated in my sworn "Affidavit of Truth" concerned the issue of fraud, extortion and the subornation of perjury that said company used, *under the guise of withholding*, to rob me of my private property.

"AFFIDAVIT OF TRUTH" AS TO NOTICE: As stated in these proceedings, Pacific Gas & Electric Company, hereafter debtor, is noticed as a California private company. No document has been placed in the record that states that said debtor is a part of any public entity, City, County, or the State of California. Nor has any document stated that said debtor is an entity of the federal government of the United States.

As of the date noticed hereon, *no individual*, to include the alleged judge, Dennis Montali, in these proceedings, *has in fact rebutted, refuted, or challenged my sworn "Affidavit of Truth"*, see: "Proof of Claim" – *the illegal transfer of my property*, under color of law and color of authority, which is the bases of my "Proof of Claim" for damages against Pacific Gas & Electric Company. Therefore, in accordance with the rule of law, as noticed herein, my sworn "Affidavit of Truth" has been accepted, by said debtors, as being true and correct in these Bankruptcy proceedings. Due to their failure to respond and/or answer pursuant of their own sworn "Affidavit of Truth". Note: The frivolous and fraudulent alleged "Plan" / "Orders" have not been signed "under penalty of perjury" in accordance with the civil codes.

For the Record, I, supra, received a copy, July 27, 2021, of an alleged "Order" stamped – "Entered on Docket" July 22, 2021 – EDWARD J. EMMONS, CLERK - U.S.BANKRUPTCY COURT – NORTHERN DISTRICT OF CALIFORNIA. But for some strange reason, someone has placed a signature stamped of judge DENNIS MONTALI where the clerk stamp would normally be placed! Therefore, the alleged "ORDER" is not signed because the judge's signature is not placed at the end of the "ORDER" in accordance with the law.

Respective of the alleged court ORDER, not signed in accordance of the law, that fraudulently states - "Basis for Objection" "Payroll Withholding Claim". My sworn Proof of Claim did not concern the issue of "Payroll Withholding". My "Proof of Claim", via my sworn "Affidavit of Truth", explicitly stated that my claim was for the "illegal transfer of my property pursuant of the criminal acts of extortion, fraud and the solicitation of perjury. Notice: The term "Withholding" does not give notice, with any kind of clarification, as to what is to be withheld by the payroll department of said debtor.

In accordance with Article VI, sec. 9 of the Constitution of California; no individual, acting as an alleged attorney for the debtors, has provide verification of their "Attorney's License" in these proceedings. Note: Their failure to comport with the requirements of the law, as previously noticed, voids all of their actions, "The Plan", due to the legal fact, that they have no legal standing in these proceedings at bar.

Further, no document has been placed in these proceedings that said private company of the State of California preformed any work within any federal area, quote United State unquote, located within but external to the territorial jurisdiction of the California Republic. Notice: Title

26 USC sec. 1441- nonresident alien...deduct and withhold, pursuant of being a **“withholding agent”** as noticed in sec. 7701(a)(16) of 26 USC. As noticed in the alleged “ORDER” “Withholding” can only be preformed by a “withholding agent”.

Furthermore, no document has been placed in these proceedings that proved that I, supra, am a citizen of the United States “subject to” the jurisdiction of the federal government pursuant of the 14th amendment of the federal Constitution. Note: As stated by the court, to be a citizen of the United States is a taxable privilege.

Notice: 3A Am Jur 1420, Aliens and Citizens – “To be a citizen of the United States is a political privilege which no one, not born to, can assume without its consent in some form.” Elk vs Wilkins, 112 US 94, at page 49. Also, Title 8 USC sec. 1101 et seq. – “Certificate of Citizenship”. Further, it’s noticed in Title 18 USC sec. 911 – “Whoever falsely and willfully represents himself to be a citizen of the United States shall be.....”.

Section 264 – “The provision in Article IV, sec. 2 of the federal Constitution, entitled the citizens of each state to all the privileges and immunities of citizens in the several states, appears without qualification, and its mandate is absolute.” And; “The privileges and immunities which the legislature confers on the citizens of California extend to citizens of other states, but no further.. Citizens of the territories and the District of Columbia, as well as aliens, are not include.”

The location noticed hereon, has not been sold or by the cession of the State of California to the United States and by the acceptance of Congress pursuant of Article I, sec. 8, cl. 17 of the federal Constitution, as being a part of the United States. Notice: The fraudulent use of the Zip code is to create a rebuttal presumption respective of territorial jurisdiction. As this presumption would deny all individuals the ability to claim any of their God given inalienable / unalienable rights and only grant them privileges pursuant of Article IV, sec. 3, cl.2 of the federal Constitution.

Notice: Title 4 USC sec. 110(e) – “The term “federal area” means any land or premises held or acquired by or for the use of the United States or any department, establishment or agency of the United States; any federal area or part thereof, which is located within the exterior boundaries of any State shall be deemed to be a federal area located within such State.”

As noticed; Revenue and Taxation Code, hereafter RTC, Part 10, Div.2 – RTC sec. 17001 - may be cited as the “Personal Income Tax Law” of the State of California. This State’s income tax is noticed as being a qualified state individual income tax in Title 26 USC / IRC sec. 6362 et seq. and Title 4 USC sections 105- 110 “Buck Act” as a privilege tax of doing business within a federal area, (see: sec. 1441 of the IRC, supra, hereto), located within but external to the State of California. This is noticed in RTC section(s) 6017, 7309, 8609 and 11205 – definition of the phrase: “In this State” or “in the State” means within the exterior limits of the State of California and includes all territory within these limits owned by or ceded to the United States of America.

California Code of Regulation Title 18 sec. 17118 states, the Personal Income Taxes must operate within the confines of the “Public Salary Tax Act of 1939, 53 Statutes at Large, Chapter

59. And, Legislature of the State of California – Fifty-fifth session – May 20, 1943 at page 2357 - RTC sec. 17101 “Gross income also includes any salary, wages, or compensation of any officer or employee of this State, or of any political subdivision, district, or municipality of this State, and any compensation of officers and employees of the United States or agencies or instrumentalities of the United States to the extent the collection of State taxes thereon is not prohibited by the terms of the “Public Salary Tax Act of 1939,” (it being hereby declared to be the policy of this State to comply with the provision of that act)....”.

Further, the courts have stated the following: Waiver of sovereign Immunity – Public Salary Tax Act, which waived the United States’ right to constitutional sovereign immunity from state taxation of federal employees’ income, applies to all federal employees and waived extends to municipal business privileges tax. U.S. vs. City of Pittsburgh, C.A. 3 (Pa)) 1985, 757 F.2d 43. Notice: Title 26 USC – Subtitle C – as to sec. 3401 (c) “Employee” as being a federal government employee. And; section. 6413 as this section relates and pertains to section 3402 and the withholding exemption certificate Form W-4.

As noticed in the revenue laws and their promulgated implementing regulations, of the State of California and the federal government of the United States, the Form W-4 is titled a “withholding exemption certificate”. Notice: Title 26 USC sec. 3402(f)(2) “withholding exemption certificate” is noticed over one dozen times within this section. Title 26 CFR sec. 31.3402(f)(5)-1(a) – Form W-4 is the form prescribed for the withholding exemption certificate required to be filed under section 3402(f)(2). And, Revenue and Taxation Code sec. RTC sec. 18667 - “The Franchise Tax Board may require employers to submit copies of income tax withholding exemption certificate.”

Respective of your fraudulent claim “payroll withholding”. Why does Pacific Gas & Electric Company use an illegal IRS Form W-4 for the purpose of alleged payroll withholding? When its explicitly stated in 26 CFR sec. 31.3402(f)(2)-1(e) “Blank copies of Form W-4 will be supplied employers upon request to the district director. Or, the company can create a Form W-4 pursuant of 26 CFR sec. 31.3402(f)(5)-1(a). Note: If the company is in fact a “withhold agent” and all of its employees are “subject to” “Payroll Withholding” the district director would supply the company with copies of the Form W-4 “withholding exemption certificates” upon request.

As noticed by the Internal Revenue Service, see: IRS Publication #17 (back of front cover) hereto; ***they have openly declared, that they do not follow the law, Treasury regulations or court decisions.*** In that they fraudulently claim to have the authorization, delegation of authority, to administrate and enforce the collection of alleged revenue, taxes, pursuant of **their interpretation of the revenue laws and Treasury regulations.** Notice: Title 5 USC section 553 – Rules and the Code of Federal Regulation Part 6001 – “Statement of Procedural Rule” - Title 26 CFR sec. 601.702 hereto.

The Internal Revenue Service, hereafter IRS, has explicitly stated within their Document 6209 Decoding Manual that their Forms W-2 and W-4 are in a class-five gift tax category. Further, its noticed that their Form 1040 is in a class-two fiduciary tax return category. As noticed, these forms do not relate or pertain to the taxes noticed within Subtitle A – “income taxes” or of Subtitle C – “employment taxes” via the Public Salary Tax Act of 1939 of Title 26 USC. But could possible relate and/or pertain to taxes noticed within Subtitle B – “gift

and estate taxes” of Title 26 USC. Notice: The public record explicitly states that the complete name of the Internal Revenue Service is the Internal Revenue Service of the Commonwealth of Puerto Rico, pursuant of Treasury Order 150-06, dated: July 9, 1953, which is also evidenced by Title 27 CFR sec. 250.11 as to definitions – Revenue Agent of the Department of the Treasury of Puerto Rico. Further, the Internal Revenue Service of the Commonwealth of Puerto Rico is not noticed within any part of Title 31 USC sec. 300 et. seq. as being a service in the Department of the Treasury of the United States.

Respective of the forgoing, all IRS documents of any kind, pursuant of Title 44 USC sec. 1505, lack general applicability, legal effect or force of LAW. Further, they have not been placed in the federal register in accordance with sec. 1507 of Title 44 USC – cite the volume and page number of the federal register as to the recording of the IRS forms in question. Further, they have not been approved by the federal Office of Administrative Law in accordance with the federal Administrative Procedure Act.

The Congress has explicitly stated in the public record, Title 26 USC sec. 7805(a), that the Secretary, see: Title 31 USC sec. 301(b), shall prescribe all needful rules and regulations for the enforcement of this title, including all rules and regulations as may be necessary by reason of any alteration of law in relation to internal revenue. And; subsection (c): The Secretary shall prepare and distribute all the instructions, regulations, directions, forms, blanks, stamps, and other matters pertaining to the assessment and collection of internal revenue. Note: *It's legally impossible for the Secretary of the Treasury of the United States to give a delegation of authority to the Internal Revenue Service of the Commonwealth of Puerto Rico because, as they have stated, they do not follow the law or Treasury regulations as prescribe by the Congress.*

Respective to the above; the Executive Officer, see: CGC sec. 15701, of the Franchise Tax Board, hereafter FTB, and his staff, see: Attorney General opinion No. CV 77-201 – April 20, 1978, who call themselves the dept. FTB, this department was not created by any legislative act of the State of California, claim to have the authority to administer and enforce the provision of the RTC, pursuant of their Personal Income Tax, hereafter PIT, manual. Note: Alleged FTB letter dated: April 14, 1997 – IN REPLY REFER TO: 765: PRO:VP – “Please note that a written contract between you and this department is not required to subject you to the Personal Income Tax Law, (see: IRS, class-five gift tax category, Forms W-2 & W-4), Part 10.2, Div., Revenue and Taxation Code Section 17000 through 21020”. Notice: Attorney General opinion No. CV 77-201 – April 20, 1978 – “The power of appointment and removal of employees of the Franchise Tax Board is vested in the Board’s executive officer whose power of appointment is not delegated by the Board but conferred directly by the Legislature and is not subject to the direction, supervision, or approval of the Board.”

Therefore, in accordance with this explicitly stated fact; no member of the Board’s Executive Office’s staff can be given any kind of a delegation of authority to act on behalf of the FTB. Because they are not subject to the direction, supervision, or approval of the FTB. And; as is noticed within said opinion, they serve only at the pleasure of the Executive Office.

Please take juridical notice, *that this PIT manual has not be submitted to the California Office of Administrative Law, see: California Administrative Procedure Act, hereafter CAPA, sec.*

11340.1 hereto, for their approval, in accordance with the law, see: CAPA sec. 11343.1(b), or send to the Secretary of State, see: APA sec. 11343.1(a) hereto, to be recorded. Further, the CAPA sec. 11342.2, states: “Whenever by express or implied terms any statute a state agency has the authority to adopt regulations to implement, interpret, make specific or otherwise carry out the provision of the statute, no regulation adopted is valid or effective unless consistent and not in conflict with the statute and reasonably necessary to effectuate the purpose of the statutes.” Notice: RTC sec. 19503, supra, hereto. And; ***CAPA sec. 11340.1 – It is the intent of the Legislature that neither the Office of Administrative Law nor the court should substitute its judgment for that of the rulemaking agency as expressed in the substantive content of adopted regulations.***

The foregoing facts are noticed, to rebut, refute and deny your fraudulent “Objection” that my Proof of Claim concerned the issue of “payroll withholding” pursuant of the IRS ,class five gift, Form W-4. It would appear, in your opinion, that the IRS, class five gift, Form W-4 is a legal document for “Withholding”. Insomuch as the IRS, class five gift, Form W-4 is the only document noticed in these proceeding with the word “Withholding”. Note: In that the alleged “ORDER” doesn’t explained with any clarity the authorization to withhold and what exactly was being allowed to be “withheld”! Therefore, its impossible for me to understand the alleged “ORDER” – void for vagueness!

The alleged “ORDER”, not signed in accordance with the law, gives notice of numerous items of information but none of this information is stated as being in a sworn “Affidavit” form. Therefore, in accordance with the rule of law, the alleged “ORDER” is void for its failure to response, sworn Affidavit of Truth”, to my “Proof of Claim” for damages. Notice: A copy of the alleged “ORDER” is attached hereto and made a part hereof....Marked – Exhibit “A”.

DEMAND FOR FACTUAL INFORMATION IN THE NATURE OF “DISCOVERY”

Respective of your “Basis for Objection” “Payroll Withholding Claim”, please provide me with a copy of the document that gives said debtor the authorization to withhold, “withholding agent”, my property from its legal liability for payment for my services.

Please specifically and with clarity, state “under penalty of perjury”, explain what the payroll department of said debtor is authorized, by law, to withhold from debtor’s payment to me. Note: Your alleged “ORDER” has placed me in a position of guessing.....Is it, a State income taxes via the “Public Salary Tax Act of 1939’ as noticed in Title 18 CCR sec. 17118? Is it, a federal employment taxes, pursuant of the “Public Salary Tax Act of 1939”, noticed in Subtitle “C” of Title 26 USC? Is it, a tax based upon my alleged status of being a citizen of the United State? Is it, a tax based upon the allegation that I, supra, receive taxable income, see: definition as to “Withholding Agent”, hereto, from within the United States, as a non-resident alien, a State Citizen of the California Republic, working within the “United States”? Or, is it, a pledged gift pursuant of the IRS, class five gift, Form W-4 “Employee’s ***Withholding*** Allowance Certificate’?

Now, it’s been previously noticed, that the IRS, class five gift, Form W-4 does not comport with the legal requirement of the revenue laws. Further, the IRS has explicitly stated that their forms are just their

interpretation of the law and Treasury regulation which lack general applicability legal effect and force of law.

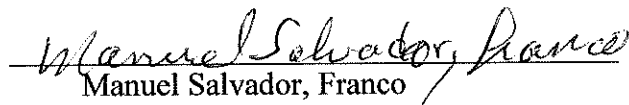
Therefore, if it's your position, that payroll withholding is in fact my claim, as noticed on the alleged "ORDER" "Basis for Objection" – "Payroll Withholding Claim"; Please, specifically cite that part of my sworn "Affidavit of Truth" that explicitly states that fact.

Further, please cite any statute, code, rule or regulation, that gives the court authorization to allow un-licensed alleged attorneys to partake in these proceedings. Note: Notice has been given of the provision of the law that requires that all attorneys have a license in these proceedings.

Be it noticed for the record that I, supra, have OBJECTED, DENIED , and CHALLENGED for any un-licensed alleged attorney's to be allowed to partake in these proceedings.

I, supra, declare under penalty of perjury under the laws of the California Republic that the foregoing is true and correct to the best of my knowledge and belief.

Respectfully, presented:


Manuel Salvador, Franco

cc:

United States Bankruptcy Court
Northern District of California
San Francisco Division

Bankruptcy Case No. 19 – 30088 (DM)

Pacific Gas and Electric Company Debtor (2640) 19-30089 (DM)
PG&E Corporation Claims
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

AFFIDAVIT OF TRUTH, as to NOTICE OF OBJECTION, Cert. # 7019 2970 0001 4966 0388, is attached herewith and made a part hereof. If such affidavit is not included with this "Sworn Notice in the Form of an Affidavit" such sworn notice shall be deemed void.

SWORN NOTICE in the form of an Affidavit

I. Memorandum of Law - Points and Authorities in Support Thereof

An important aspect of the sworn notice is the notary signature and the jurat. Contrary to what most "persons" in the judicial branch say and think, the Notary Public is NOT an Officer of "their" Court, but an Officer of the Executive Branch and of the People, a much higher Court. The Notary is an officer of the state and certifies that everything in the sworn notice is true and correct and sworn to under oath by the affiant. Further the notary when signing the jurat signs in two capacities; in the capacity as an officer of the state and in the capacity of a living being, presenting one of the People, which the judicial branch Court can NEVER "SEE" (cannot give "cognizance of"), thus, creating a "bridge" for the process to move from the living to the fiction and vice versa.

Notary Public authority; *ISAAC JOSEPH, APPELLANT, vs. JULIUS SALOMON*, APPELLEE. Supreme Court of Florida, 19 Fla. 623; 1883 Fla. LEXIS 4, January, A. D. 1883, Decided - - "The demand of acceptance of a foreign bill is usually made by a Notary, and in case of non-acceptance he protests it, and this **notarial protest receives credit in all courts.**"

Is a response required to a sworn notice?

Yes, if an Affiant sends the sworn notice to a party that had, or there is implied, a prior business relationship with Affiant, if Affiant charges them with crimes, injuries and damages, or if they took an oath of office, then **there is a mandatory response required to Affiant's sworn notice**. There is case law on the mandatory response requirements. If they do not respond to the claims in Affiant's sworn notice according to the parameters therein then **they agree with the claims** in Affiant's sworn statement.

Rule 301, Federal Rules of Evidence is paramount.

Case Law in support thereof:

"Uncontested allegations of fact must be accepted as true." *Morris v. National Cash Register*, 44 SW 2nd 433, (1931).

When no affidavits are filed in opposition, the trial court is entitled to accept as true the facts alleged in respondent's affidavits if "... such facts are within the affiant's personal knowledge and [are ones] to which he could competently testify...." *Southern Pac. Co. v. Fish*, 166 Cal.App.2d 353, 362, 333 P.2d 133.

"Silence can only be equated with fraud where there is a legal or moral duty or where an inquiry left unanswered would be intentionally misleading..." as per *United States v. Tweel*, 550 F.2d 297, citing *United States v. Prudden*, 424 F.2d 1021 at 1032

"...failure to state the true facts when such statement is legally required, to the detriment of the one relying upon such conduct..." can be termed "fraud and deceit", as per Atilus v. United States, 406 F.2d 694, at 698

"Silence is a species of conduct, and constitutes an implied representation of the existence of facts in question, and the estoppel therefrom is accordingly a species of estoppel by misrepresentation. When silence is of such a character and under such circumstances that it would become a fraud on the other party to permit the silent party to deny what his silence has induced the other party to believe and act upon, it will operate as an estoppel." as per Carmine v. Bowen, 64 A. 923

Another powerful element in the sworn notice is that it is a private contract set in admiralty that binds Libellees to a mandatory response by contract obligation.

This is accomplished when Affiant/Libellant claims that the other party has either damaged and injured Affiant or will do so by continuing to pursue a course of action. Affiant's claim via the sworn notice constitutes a private contract set out in admiralty. Affiant gave Libellees consideration in the form of forbearance of suit/waiver of tort with a specified and reasonable period of time, with a set and given number days to respond to the sworn notice, as per Federal Rules of Civil Procedure. All elements of a contract are in place.

With the consideration, Affiant's contract now puts Libellees under obligations that make it mandatory to respond to Affiant's document.

Case Law in support of forbearance:

Forbearance is consideration. Black's Law Dictionary, 6th Edition page 307; Restatement Second, Contracts §§ 17(1), 71; Corbin on Contracts, Vol. 2, page 80, Revised Edition, West Publishing Co. 1995; and Richman v Brookhaven Servicing Corp., 80 Misc. 2d. 563, 363, N.Y. S.2d. 731, 733. "Forbearance from exercising a right to take legal action... constitutes adequate consideration..." [citing numerous cases] Town & Country Bank v. ...Bancshares, 172 Ill.App.3d 1066, 527 N.E.2d 637 (1988).

"There seems to be a strong tendency for a court to find that a forbearance that was actually given was promised in advance by implication." Corbin on Contracts, Revised Edition, Vol. 2, pa. 119, citing Levine v. Tobin, 210 Cal. App.2d 67, 26 Cal. Rptr. 273, 275 (1962) and 15 other cases from 12 different jurisdictions.

Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902).

It is a common understanding and general agreement that the prime reason for a contract is because the "parties" do not "trust" one another. And, as a half-truth may easily be a whole lie, a written contract brings clarity where confusion would otherwise exist.

All unilateral contracts, originating in corporate fiction or fraud, imposing duress, **pains and penalties**, required by state "statutes" and codes, lacking full disclosure, imbued with fraud, deceit, threat, pains and penalties and imposing obligations under duress is unlawful, illegal, unconstitutional, invalid, fraudulent, unenforceable and null and void, without force or effect, whatsoever.

If the "state", Federal or otherwise, deceptively takes ownership of any "res" (thing) by perversion under "color of law" by imposing upon the unaware Citizen "required" laws and fees, it is a unilateral contract, imposing said statutes and codes without full disclosure.

The "state" is a corporation, as is all government, and is designated to rule over the "fictional/corporate entities" to **assure that no fiction ever harms a flesh and blood living man**. This is the extent to which a "fiction" may associate with the living soul/man without the living man's consent.

All corporate administrators functioning through the United States court system are strictly "administrators" acting in the nature of a Judge. There have been no Judges in the prevalent court system since 1789. They fill only a ministerial capacity. All "courts" in the prevalent court system are to rule in the nature of a "court of competent jurisdiction". A true Court of Competent Jurisdiction is not available in any district of the United States of America.

A brief collection of facts, established by the High Courts of the land, from some of the wisest of Judges, and through the time tested channels of discipline follows:

"The idea prevails with some-indeed, it found expression in arguments at the bar-that **we have in this country**

substantially or practically two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument, by exercising such powers as other nations of the earth are accustomed to...I take leave to say that if the principles thus announced should ever receive the sanction of a majority of this court, a radical and mischievous change in our system of government will be the result. We will, in that event, pass from the era of constitutional liberty guarded and protected by a written constitution into an era of legislative absolutism....It will be an evil day for American liberty if the theory of a government outside of the supreme law of the land finds lodgment in our constitutional jurisprudence. No higher duty rests upon this court than to exert its full authority to prevent all violation of the principles of the Constitution". DOWNES v. BIDWELL, 182 U.S. 244 (1901)

6 Ohio St. 342, 1856 WL 59 (Ohio)

A national government is the government of the people of a single state or nation, united as a community by what is termed the social compact, and possessing complete and perfect supremacy over persons and things, so far as they can be made the lawful objects of civil government. A federal government is distinguished from a national government by its being the government of a community of independent and sovereign states, united by compact. Is one NOT required to remain within the parameters of the Constitution for the united States of America?

"In its governmental or public character, it represents the state, while in the other it is a mere private corporation. As a political institution, the municipality occupies a different position, and is subject to different liabilities from those which are imposed upon the private corporation. But because these two characters are united in the same legal entity, it does not follow that the shield which covers the political equally protects the private corporation." STRAND v. STATE, 16 Wn.(2d) 107, 116 (January 6, 1943).

DOWNES v. BIDWELL, 182 U.S. 244 (1901), where it is stated that; "...two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument..."

"No judicial process, whatever form it may assume, can have any lawful authority outside the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." (emphasis added) Ableman v. Booth (1858), 56 U.S. (21 How.) 506, 16 L.Ed. 169. [I recommend you read the entire case.]

Yet, the true purpose of "Law" is to protect the Private from the Corporate, as per:

"All that government does, and provides legitimately is in pursuit of its duty to provide protection for private rights, (Wynhammer v. People, 13 N.Y. 378), which duty is a debt owed to its creator, we the people and the private enfranchised individuals, which debt and duty is never extinguished nor discharged and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government", Hale v. Henkle, 201 U.S. 43.

"We the people have discharged any debt which may be said to exist or be owed to the state/government. The governments are however indebted continually to the people, because the people created the government corporation and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government fails in its duty to provide protection-discharge its debt to the people, it is an abandonment of any and all power, authority or vesting of 'sovereignty' which it possessed, and the laws remain the same, the sovereignty reverting to the people whence it came" Down v. Bidwell, 182 U.S. 277.

II. Libellee(s) as tortfeasor(s)

Therefore, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) has/have attempted to exercise Right of Claim to an alleged contract wherein, upon discovery, full disclosure was never made that all codes, regulations, statutes, and rules wherein Libellee(s) make Claim of Authority have no basis in fact, or law, subterfuge and fraud proven by the evidence supplied, and said claim exists solely in a fictional, corporate, legal entity with no required allegiance to the Constitution or any moral or equitable character.

Further, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including

attached Affidavit of Truth, Libellee(s) did knowingly and willingly accept the benefit of the bargain, or contract, that was never ratified, but forced upon Affiant and The People, day by day, and event by event, as a Novation Contract, totally rooted, founded, and propagated in the Fraud with all said terms and conditions in the said Novation Contract being nothing more than fruit from the Poisonous Tree.

And, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) cannot at the same time accept the benefit of a bargain brought on by fraud, coercion, threat, duress, extortion, blackmail, etc, and reject the consequences of Truth and Justice, punishable by the very words, terms, phrases, and doctrines Libellee(s) has/have attempted to impose and force upon Affiant, which referenced court cases Affiant has relied upon and to which cases decisions Affiant claims Libellee(s) are bound.

Further, we have learned that certain major Supreme Court rulings affirm that there are two (2) distinctly different United States with two (2) opposite forms of governments, both having the same congress. Of a fact, the opposite of GOOD is EVIL, the opposite of TRUTH is FICTION, the opposite of RIGHT is WRONG. The consequence of the facts, claims, statements, laws and conclusions of law herein, is that; evil, fiction, and wrong are attributes of deception, fraud, malice, treason and tort.

Exodus 20:15 Thou shalt not steal.

John 8:44 Ye are of your father the devil, and the lusts of your father ye will do. He was a murderer from the beginning, and abode not in the truth, because there is no truth in him. When he speaketh a lie, he speaketh of his own: for he is a liar, and the father of it.

3 John 1:11 Beloved, follow not that which is evil, but that which is good. He that doeth good is of God: but he that doeth evil hath not seen God.

III. ACTUAL SWORN NOTICE FOLLOWS;

STATEMENT 01) Affiant hereby claims, declares and states under oath the following;

FACT 02) Forbearance is consideration, as learned in Black's Law Dictionary (above).

FACT 03) Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902). [Consideration is a required element of any contract.]

CLAIM 04) Affiant's sworn notice constitutes a private contract set out in admiralty and gives Libellee(s) consideration in the form of forbearance of suit for a reasonable period of time (see above).

CLAIM 05) These damages and injuries have bound Libellee(s) into a contract for restitution and reparation to Affiant.

CLAIM 06) Libellee(s) responses are mandatory based upon the law cited herein.

CONCLUSION 07) If Libellee(s) do/does not respond according to conditions herein, Libellee(s) agree(s) to the claims, facts, statements, laws and conclusions of law in this sworn notice and attached Affidavit of Truth including but not limited to the fact that Libellee(s) has/have damaged and injured Affiant.

CLAIM 08) The Constitution for the United States of America is a parameter, or barrier, that the fictional, corporate, legislative tribunals have purposely evaded to the harm, pain, and injury of this Affiant. These crimes have brought great mental stress, spoilage, time wastage, alienation of the affection of loved family members, and various other damages and injuries to Affiant.

CONCLUSION 09) Of paramount importance, and the only way justice can be served, is to determine whether the source and fountain of authority purported by Libellee(s) is from the Original, Organic Constitution for the united States of America or the Corporate Charter for the de facto government operating for, and on behalf of, the fictional Federal government, fictional Congress and Senate, and fictional sub-corporate charters responding to the corporate United States that are totally outside (outlaw) the confines of Rule of Law and are "extra-Constitutional".

CONCLUSION 10) Since actions speak louder than words, and by actions contracts are consummated, Libellee(s) actions have made manifest, with open disregard for the Rule of Law, that Libellee(s) had/have, at all times and in every measure, concerning their association with Affiant, operated outside the parameters of the Constitution for the

United States of America, and within the bounds of treason, coercion, threat, duress, malfeasance, tort, unlawful conversion, and any of several other offenses known to be injurious to Affiant.

CONCLUSION 11) As a consequence of Libellee(s) actions Libellee(s) has/have committed felony conversion, mail fraud, securities violations, libel and theft of Affiant's property for which restitution is sought.

Affiant reserves the right to amend in order that the truth be ascertained and justly determined.

Verified Affidavit

IN WITNESS WHEREOF, I, Manuel Salvador: surname Franco, *Sui Juris*, solemnly affirm and verify that I have read the foregoing, and know its contents to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. This instrument is submitted upon good faith effort that is grounded in fact, warranted by existing law for the modification or reversal of existing law and submitted for proper purposes, and not to cause harassment and unnecessary delay or costs, so help me God. See Supremacy Clause (Constitution, Laws and Treaties are all the supreme Law of the Land).

By my hand, I, supra, do hereby declare under penalty of perjury, under the laws of the California Republic, that the foregoing information is true, correct, and complete, to the best of my knowledge and belief.

Manuel Salvador, Franco

Manuel Salvador, Franco

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the Document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 04 day of Aug, 2021
by Manuel Salvador Franco proved to me on the basis of satisfactory evidence to be
the person who appeared before me.

Signature of Notary Public:

Krystal Bobbieann Strother

Seal:

Title of Document: Affidavit of truth
Document Date: Aug 04, 2021

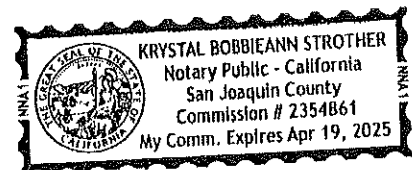


EXHIBIT "A"

Entered on Docket
 July 22, 2021
 EDWARD J. EMMONS, CLERK
 U.S. BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA



Signed and Filed: July 22, 2021

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DENNIS MONTALI
 U.S. Bankruptcy Judge

Attorneys for Debtors and Reorganized Debtors

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
 COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
 No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**ORDER DISALLOWING AND EXPUNGING
 PROOFS OF CLAIM PURSUANT TO
 REORGANIZED DEBTORS' NINETY-THIRD
 OMNIBUS OBJECTION TO CLAIMS (NO
 LEGAL LIABILITY CLAIMS)**

[Re: Dkt. Nos. 10808, 10960]

Upon the *Reorganized Debtors' Report on Responses to Eighty-Eighth Through Ninety-Sixth Omnibus Objections to Claims and Request for Orders by Default as to Unopposed Objections* [Docket No. 10960] (the "**Request**") of PG&E Corporation ("**PG&E Corp.**") and Pacific Gas and Electric Company (the "**Utility**"), as debtors and reorganized debtors (collectively, "**PG&E**" or the "**Debtors**" or as reorganized pursuant to the Plan (as defined below), the "**Reorganized Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), pursuant to Rule 9014-1(b)(4) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California, as made applicable to these Chapter 11 Cases by the *Second Amended Order Implementing Certain Notice and Case Management Procedures*, entered on May 14, 2019 [Dkt No. 1996] ("**Case Management Order**"), that the Court enter an order by default on the *Reorganized Debtors' Ninety-Third Omnibus Objection to Claims (No Legal Liability Claims)* [Docket No. 10808] (the "**Ninety-Third Omnibus Objection**"), all as more fully set forth in the Request, and this Court having jurisdiction to consider the Request and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges, General Order 24 (N.D. Cal.), and Bankruptcy Local Rule 5011-1(a); and consideration of the Request and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Request as provided to the parties listed therein is reasonable and sufficient under the circumstances, and it appearing that no other or further notice need be provided; and this Court having determined that the legal and factual bases set forth in the Request establish just cause for the relief sought; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The below Proofs of Claim shall be treated as follows:

Docket No.	Claimant	Claim No.	Resolution
10907	Duivenvoorden, Marcus	75903	The Reorganized Debtors will seek to resolve the Claim through the Court-approved ADR procedures, and request that the hearing on the Claim be taken off calendar and continued indefinitely in the interim.

Docket No.	Claimant	Claim No.	Resolution
10919	Chappell, Lamont	9946	This matter is going forward contested at the July 28, 2021 Omnibus Hearing.
10918	California Department of Housing and Community Development	56868	This matter has been continued to the September 14, 2021 Omnibus Hearing.
Informal	City of San Carlos	68838	This matter has been continued to the August 10, 2021 Omnibus Hearing.
10946	Richards, Darwin	86933 96962	This matter is going forward contested at the July 28, 2021 Omnibus Hearing.

2. The Claims listed in the columns headed "Claims To Be Disallowed and Expunged" in Exhibit 1A and Exhibit 1B¹ hereto are disallowed and expunged.

3. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Order.

*** END OF ORDER ***

¹ Exhibit 1B has been redacted in accordance with the *Order Granting Motion to Redact Documents Filed in Support of Reorganized Debtors' Omnibus Objections to Claims*, entered on June 21, 2021 [Docket No. 10832].

Exhibit 1A

Original Creditor	Claim Transferred To:	Claims To Be Disallowed and Expunged		Debtor	Date Filed	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
		78834	81232								
Chapman, Warren Clapp Moroney, et al 5860 Owens Drive Suite 410 Pleasanton, CA 94588		78834		Pacific Gas and Electric Company	10/21/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Court Order
Coltan, Michael 7930 Flynn Creek Road PO Box 379 Comptche, CA 95427		81232		Pacific Gas and Electric Company	10/21/2019	\$0.00	\$0.00	\$0.00	\$4,947.78	\$4,947.78	Barred by Court Order
Egleston, Coaster 855 C" Street Apt. # 304 San Rafael, CA 94901		4457		PG&E Corporation	7/30/2019	\$0.00	\$0.00	\$12,450.00	\$2,487,550.00	\$2,500,000.00	No Liability Based on Investigation
Ellis, Donald Ray 125 Corte Maria Pittsburg, CA 94565-4121		6888		PG&E Corporation	8/13/2019	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	Barred by Court Order
Hanson Aggregates Mid-Pacific, Inc. Joseph Audal 3000 Executive Parkway Suite 240 San Ramon, CA 94583		70657		Pacific Gas and Electric Company	10/16/2019	\$173,304.00	\$0.00	\$0.00	\$0.00	\$173,304.00	No Liability Based on Investigation
Horton, Ricky D. 751 Rosemary Court Fairfield, CA 94533		87111		PG&E Corporation	10/21/2019	\$0.00	\$0.00	\$0.00	\$50,000,000.00	\$50,000,000.00	Barred by Statute of Limitations - Personal Injury
Motahari-Fard, Saeedeh Law Offices of Steven D. Hoffman Attn: Saeedeh Motahari- Fard Sunnyvale, CA 94086		3882		Pacific Gas and Electric Company	7/24/2019	\$0.00	\$0.00	\$0.00	\$31,576.00	\$31,576.00	Barred by Court Order
Perez, Juan M. Gilleon Law Firm, APC c/o James C. Mitchell (SBN 87151) 1320 Columbia Street, Suite 200 San Diego, CA 92101		7666		PG&E Corporation	8/20/2019	\$0.00	\$0.00	\$0.00	\$4,000,000.00	\$4,000,000.00	Barred by Court Order

Exhibit 1A

Original Creditor	Claim Transferred To:	Claims To Be Disallowed and Expunged	Debtor	Date Filed	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
R Tad Heydenfeldt, Agent, Rasar, Inc on behalf of United Trust Fund		4606	Pacific Gas and Electric Company	7/24/2019	\$0.00	\$0.00	\$0.00	\$250,000,000.00	\$250,000,000.00	Barred by Statute of Limitations - Breach of Written Contract
R Tad Heydenfeldt 5255 Clayton Road #210 Concord, CA 94521										
Roman, Geoffrey Law Offices of Paul Aghabala & Associates, Inc. Ani Shagvaladyan, Esq. 15250 Ventura Blvd Ste 500 Sherman Oaks, CA 91403-3217		23522	PG&E Corporation	9/30/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Liability Based on Investigation
Roman, Geoffrey Prestige Law Firm, P.C. Ani Shastivaladyan, Esq. P Paul Aghabala, Esq. 15250 Ventura Blvd., Suite 500 Sherman Oaks, CA 91403		105758	PG&E Corporation	6/2/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Liability Based on Investigation
Titus, Leona A 25820 Coombe Hill Drive Sun City, CA 92586		86900	Pacific Gas and Electric Company	10/23/2019	\$0.00	\$0.00	\$0.00	\$14,000,000.00	\$14,000,000.00	Barred by Statute of Limitations - Personal Injury
Vodonic, John 11464 Willow Valley Road Nevada City, CA 95959		19917	PG&E Corporation	10/9/2019	\$25,000.00	\$0.00	\$0.00	\$225,000.00	\$250,000.00	Barred by Statute of Limitations - Damage to Real or Personal Property and No Liability Based on Investigation
Claims To Be Expunged Totals		Count:13			\$198,304.00	\$0.00	\$0.00	\$12,450.00	\$321,249,073.78	\$321,459,827.78

Redacted Version of Exhibit 1B

Original Creditor	Claim Transferred To:	Claim To Be Disallowed and Expunged	Debtor	Date Filed:	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
Redacted		Redacted	PG&E Corporation	8/14/2019	\$0.00	\$0.00	\$0.00	\$1,600,000.00	\$1,600,000.00	Barred by Statute of Limitations - Personal Injury and Barred by Previous Settlement Agreement
Redacted		Redacted	Pacific Gas and Electric Company	10/12/2019	\$0.00	\$0.00	\$66,074.00	\$0.00	\$66,074.00	Preempted by NLRA
Redacted		Redacted	Pacific Gas and Electric Company	10/18/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Previous Settlement Agreement and Preempted by
Redacted		Redacted	Pacific Gas and Electric Company	10/18/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Previous Settlement Agreement and Preempted by
Redacted		Redacted	Pacific Gas and Electric Company	4/20/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Statute of Limitations - "Catch-all" Statute
Redacted		Redacted	Pacific Gas and Electric Company	7/29/2019	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	Barred by Statute of Limitations - Breach of Written Contract and Preempted by NLRA
Redacted		Redacted	PG&E Corporation	9/23/2019	\$0.00	\$0.00	\$12,679,000.00	\$0.00	\$12,679,000.00	Payroll Withholding Claims
Redacted		Redacted	PG&E Corporation	9/25/2019	\$0.00	\$0.00	\$12,679,000.00	\$0.00	\$12,679,000.00	Payroll Withholding Claims

Redacted Version of Exhibit 1B

Original Creditor	Claim Transferred To:	Claim To Be Disallowed and Expunged	Debtor	Date Filed:	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
Redacted	Redacted	Redacted	Pacific Gas and Electric Company	9/16/2019	\$0.00	\$0.00	\$14,104.32	\$0.00	\$14,104.32	Barred by Previous Settlement Agreement
Redacted	Redacted	Redacted	PG&E Corporation	9/23/2019	\$0.00	\$0.00	\$12,570,000.00	\$0.00	\$12,570,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	PG&E Corporation	9/23/2019	\$0.00	\$0.00	\$12,570,000.00	\$0.00	\$12,570,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	PG&E Corporation	9/23/2019	\$0.00	\$0.00	\$11,728,000.00	\$11,728,000.00	\$11,728,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	Pacific Gas and Electric Company	10/21/2019	\$0.00	\$0.00	\$0.00	\$1,450.00	\$1,450.00	Preempted by NLRA
Redacted	Redacted	Redacted	Pacific Gas and Electric Company	9/23/2019	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	Preempted by NLRA
Redacted	Redacted	Redacted	PG&E Corporation	10/23/2019	\$0.00	\$0.00	\$64,560.00	\$0.00	\$64,560.00	Barred by Statute of Limitations - Breach of Written Contract and Barred by Previous Settlement Agreement
Redacted	Redacted	Redacted	PG&E Corporation	10/22/2019	\$0.00	\$0.00	\$86,034.64	\$0.00	\$86,034.64	Barred by Statute of Limitations - Breach of Written Contract and Barred by Previous Settlement Agreement

Redacted Version of Exhibit 1B

Original Creditor	Claim Transferred To:	Claim To Be Disallowed and Expunged	Debtor	Date Filed:	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
Redacted	Redacted	Redacted	PG&E Corporation	8/1/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Statute of Limitations - Employment Discrimination
Redacted	Redacted	Redacted	PG&E Corporation	8/12/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Barred by Statute of Limitations - Breach of Written Contract and Preempted by NLRA
Redacted	Redacted	Redacted	Pacific Gas and Electric Company	10/18/2019	\$0.00	\$0.00	\$10,000.00	\$1,690,000.00	\$1,700,000.00	Barred by Court Order
Redacted	Redacted	Redacted	PG&E Corporation	10/18/2019	\$0.00	\$0.00	\$10,000.00	\$1,690,000.00	\$1,700,000.00	Barred by Court Order
Redacted	Redacted	Redacted	PG&E Corporation	10/7/2019	\$0.00	\$0.00	\$13,300,000.00	\$0.00	\$13,300,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	PG&E Corporation	10/4/2019	\$0.00	\$0.00	\$13,300,000.00	\$0.00	\$13,300,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	PG&E Corporation	10/17/2019	\$0.00	\$0.00	\$12,961,000.00	\$0.00	\$12,961,000.00	Payroll Withholding Claims
Redacted	Redacted	Redacted	PG&E Corporation	11/4/2019	\$0.00	\$12,961,000.00	\$0.00	\$0.00	\$12,961,000.00	Payroll Withholding Claims

Redacted Version of Exhibit 1B

Original Creditor	Claim Transferred To:	Claim To Be Disallowed and Expunged	Debtor	Date Filed:	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
Redacted		Redacted	PG&E Corporation	10/21/2019	\$0.00	\$0.00	\$12,961,000.00	\$0.00	\$12,961,000.00	Payroll Withholding Claims
Claims To Be Expunged Totals										
			Count:25		\$0.00	\$12,961,000.00	\$103,305,772.96	\$16,709,450.00	\$132,976,222.96	

Manuel Salvador, Franco
c/o 3147 Michigan Ave.
Stockton, California
(95204)

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SAN FRANCISCO, CA